

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
NORFOLK DIVISION**

**THESLET BENOIR AND  
CLEMENE BASTIEN, A MARRIED COUPLE,  
AND EBEN-EZER HAITIAN FOOD TRUCK, LLC,**

**Plaintiffs,**

**v.**

**Case No. 2:24-cv-00064**

**TOWN OF PARKSLEY, VIRGINIA;  
and  
HENRY NICHOLSON, in his official  
and individual capacities,**

**Defendants.**

**STIPULATED FACTS**

The Parties stipulate to the following facts in lieu of Plaintiffs' depositions, which shall be taken as true and undisputed for all purposes in these proceedings. This stipulation does not prevent the Parties from providing testimony or evidence about any facts that do not directly conflict with the stipulated facts:

1. Plaintiffs Theslet Benoir ("Benoir") and Clemene Bastien ("Bastien") own and operate the Eben-Ezer Variety Market located at 24312 Bennett Street, Parksley, Virginia 23421.
2. Benoir is, and was at all times relevant to this litigation, a United States citizen, as well as a co-member and the registered agent of the Eben-Ezer Haitian Food Truck, L.L.C.
3. Bastien is a United States citizen. During all times relevant, Bastien was either a permanent resident of the United States or a United States citizen, as well as a co-member of the Eben-Ezer Haitian Food Truck, L.L.C.

4. Eben-Ezer Haitian Food Truck, L.L.C. owns and/or operates the Eben-Ezer Haitian Food Truck trailer.

5. The Eben-Ezer Haitian Food Truck trailer sold food stuffs cooked and prepared within the trailer for consumption by customers outside of the trailer.

6. Plaintiffs state that their answers and responses to Defendants' discovery in Civil Action 2:24cv64, "**Exhibit 1**" and "**Exhibit 2**," both of which were prepared under oath, are true and accurate.

7. The document attached hereto as "**Exhibit 3**"<sup>1</sup> is a true and accurate copy of the "Lease to Purchase Agreement" executed by Plaintiffs Benoir and Bastien regarding the real estate and improvements commonly known as 24312 Bennett Street, Parksley, Virginia 23421.

8. The Town of Parksley ("Parksley") provided Benoir and Bastien with \$3,100.00 on October 15, 2020, and \$3,020.00 on November 24, 2020, from funds received by Parksley under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136.

9. The document attached hereto as "**Exhibit 4**"<sup>2</sup> is a true and accurate picture of the Eben-Ezer Haitian Food Truck trailer.

10. The Eben-Ezer Haitian Food Truck trailer has no independent means of self-propelled mobility.

11. The license plate for the Eben-Ezer Haitian Food Truck trailer is, and was at all times relevant to this litigation, Virginia CT806-908.

12. The Eben-Ezer Haitian Food Truck trailer is, and was at all times relevant to this litigation, parked at 24312 Bennett St., Parksley, Virginia 23421.

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<sup>1</sup> Bates No. PLS00022- PLS00035.

<sup>2</sup> Bates No. DEF000195.

13. Other than the times when it was moved to be inspected, the Eben-Ezer Haitian Food Truck trailer has not been moved from 24312 Bennett St., Parksley, Virginia 23421 since it was originally placed there.

14. At some point prior to June 15, 2023, Plaintiffs had connected the Eben-Ezer Haitian Food Truck trailer via PVC pipe directly to the Parksley sewer system. Although the parties agree on this fact, they disagree as to whether the food truck was operating at the time.

15. On June 15, 2023, Henry Nicholson (“Nicholson”) instructed a town employee to sever the PVC pipe running from the Eben-Ezer Haitian Food Truck trailer to the Parksley sewer system, which the town employee did pursuant to Nicholson’s instructions.

16. On June 16, 2023, Plaintiffs had repaired the PVC pipe that was severed on June 15, 2023, and had connected the repaired PVC pipe running from the Eben-Ezer Haitian Food Truck trailer to an external storage tank located at the rear of the property at 24312 Bennett St., Parksley, Virginia 23421.

17. On June 16, 2023, Nicholson instructed a town employee to sever the PVC pipe running from the Eben-Ezer Haitian Food Truck trailer, which the town employee did pursuant to Nicholson’s instructions.

18. The picture attached hereto as “**Exhibit 5**”<sup>3</sup> is a true and accurate depiction of the PVC pipe connection that ran wastewater (a/k/a “gray water”), including grease and cooking biproducts, from the Eben-Ezer Haitian Food Truck trailer on June 16, 2023.

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<sup>3</sup> Bates No. DEF000185 (Parksley Deposition Ex. 32).

19. The picture attached hereto as “**Exhibit 6**”<sup>4</sup> is a true and accurate depiction of the PVC pipe connection that ran wastewater (a/k/a “gray water”) from the Eben-Ezer Haitian Food Truck trailer, as cut on June 16, 2023.

20. The document attached hereto as “**Exhibit 7**”<sup>5</sup> is a true and accurate copy of the June 26, 2023, “Sewage Transport Vehicle Pump Out Agreement” signed by Benoir for the pumping and hauling of wastewater (a/k/a “gray water”) from the Eben-Ezer Haitian Food Truck trailer by Moore’s Portable Solutions.

21. The picture attached hereto as “**Exhibit 8**”<sup>6</sup> is a true and accurate depiction of wastewater (a/k/a “gray water”) pump and haul services being performed on the Eben-Ezer Haitian Food Truck trailer.

22. Plaintiffs have never entered into a pump out agreement with any entity other than Moore’s Portable Solutions in relation to the Eben-Ezer Haitian Food Truck trailer.

23. Pursuant to the “Sewage Transport Vehicle Pump Out Agreement,” “**Exhibit 7**,” Plaintiffs had pumping and hauling services performed by Moore’s Portable Solutions on June 28, July 13, July 17, July 26, August 9, August 16, August 30, September 6, September 12, and November 14, 2023. Pumping and hauling services were not performed at any other time in relation to the Eben-Ezer Haitian Food Truck trailer.

24. The document attached hereto as “**Exhibit 9**”<sup>7</sup> is a true and accurate copy of a letter from Parksley dated July 17, 2023, to, and received by, Benoir.

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<sup>4</sup> Bates No. PLS000070.

<sup>5</sup> Bates No. DEF000063.

<sup>6</sup> Bates No. PLS00074 (Parksley Deposition Ex. 11); PLS00075.

<sup>7</sup> Bates No. DEF00053.

25. The document attached as “**Exhibit 10**”<sup>8</sup> is a true and accurate copy of the Code and Ordinance Violation Notice No. 201828 issued by Michael McCready to Benoir on July 18, 2023, for violation of Parksley sewer/water ordinances at the premises at 24312 Bennett Street, Parksley, Virginia 23421.

26. Plaintiffs have not paid the fine imposed pursuant to “**Exhibit 10.**”

27. Prior to November 2, 2023, Plaintiffs never informed any Parksley officials or employees that they were meeting with, consulting with, or retaining, legal counsel relating to the Eben-Ezer Haitian Food Truck trailer.

28. Plaintiffs have never applied for a Parksley Special Use Permit for the Eben-Ezer Haitian Food Truck trailer.

**WE AGREE TO THIS:**

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<sup>8</sup> Bates No. DEF000051.

/s/ Paul M. Sherman

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